

'CONTRACT FOR LEGAL AND PROFESSIONAL SERVICES BETWEEN THE SECRETARIAT OF FOREIGN AFFAIRS (SRE), REPRESENTED BY THE HEAD OF POST OF THE CONSULATE OF MEXICO IN TUCSON, ARIZONA AND ATTORNEY GREGORY J. KUYKENDALL, REGARDING THE MEXICAN CAPITAL LEGAL ASSISTANCE PROGRAM IN THE UNITED STATES (MCLAP).'

PREAMBLE

This contract establishes the agreement between the SRE of Mexico, duly represented by the head of post of the Consulate of Mexico in Tucson, Arizona, and attorney Gregory J. Kuykendall, of Kuykendall & Associates, P.C., for legal services related to the Mexican Capital Legal Assistance Program (hereinafter "the Program.")

This agreement is executed pursuant article 16 of the Law of Acquisitions, Lease and Services of the Federal Government of Mexico.

1. Purpose of the Contract

The purpose of this contract is to secure legal services and advice rendered by Mr. Gregory J. Kuykendall in the capacity of Director of the Mexican Capital Legal Assistance Program in cases wherein Mexican nationals face proceedings that could evolve in the imposition of a death penalty sentence in the United States or have already been sentenced. The legal services and advice will be rendered pursuant section 3 of this agreement.

2. Statements

In pursuance of article 26 of the Organic Law for the Federal Public Administration (OLFPA), the SRE is a Federal Agency of the Executive of the United Mexican States.

Pursuant article 28, section II of the OLFPA, it is in the province of the SRE to provide Mexican nationals abroad with Diplomatic or Consular Assistance.



In September of 2000 the SRE established the Program to assist in the arrangement of the legal defense of its nationals subjected to death penalty procedures in the United States of America (US). This contract establishes the obligations of each of the parties and it is governed by the federal laws of the US.

The Program is a mechanism by which legal assistance and advice is provided by the Program in cases of Mexican nationals facing capital punishment procedures. The cases are incorporated into the Program once they have been assessed by it. The incorporation of new cases is carried out through detection efforts executed by the Consular Posts of Mexico and the Program itself.

As a general rule and with the view of providing the benefits of the Program to as many Mexican defendants as possible, the Program shall not take on the direct representation of Mexican nationals facing death penalty procedures. However, in specific cases, attorney Kuykendall or his staff could get involved in the direct defense of a Mexican national or of a foreign national, if his calendar of activities permitted it and if such representations were compatible with Program objectives.

Mr. Gregory J. Kuykendall is a United States citizen and a lawyer who has represented a number of foreign nationals in death penalty proceedings.

3. Duties and Obligations

3.1. Attorney Gregory J. Kuykendall shall be Director of the Program. As such, his obligations will be:

3.1.1. In performing the services and advice required by this contract:

- a) Shall exercise care and diligence and shall apply the highest professional standards.
- b) Shall do nothing which is likely to bring the SRE or the Government of Mexico (GoM) into disrepute or which is materially contrary to their interests.

3.1.2. In general, execute the expenditures and payments in accordance to the budget established in Annex I of this agreement. This provision will be carried out without prejudice of Section 4.1.

3.1.3. To prepare model motions and legal materials, including motions to litigate international law issues, present them to US Courts and, if appropriate, to international tribunals, with the purpose of assisting in the legal defense of Mexican Nationals that face capital punishment proceedings – in particular issues related to the rights set forth in the Vienna Convention on Consular Relations.

3.1.4. To request the collaboration of other attorneys and paralegals and other professionals to assist with advancing the objectives of the Program.

3.1.5. To implement additional efforts to impede the imposition of the death penalty on Mexican nationals; including the draft and presentation of motions and legal materials for the participation of GoM as a 'friend of the court' (*amicus curiae*) in those cases where courts are considering issues of international law, and where appropriate, file legal claims to improve the effectiveness of the protections derived from international law.

3.1.6. To submit to the consideration and approval of the Legal Advisor Office, as well as to the General Directorate for Protection of Mexicans Abroad (DGPME), whenever in light of the Program Director's judgment, it is necessary or convenient to assume the direct representation of a Mexican national, or even a non-Mexican, particularly if the latter involves issues that could benefit Mexicans in similar situations.

3.1.7. The Program Director will provide, in coordination with the Legal Advisor's Office and DGPME, trainings and assistance to consular employees and personnel of the SRE relative to specific legal issues and legal strategies in death penalty cases. The expenses and costs of putting on the trainings, seminars and conferences (except for the costs of travel and transportation of

the consular and SRE officers and employees) will be covered by Program funds.

The Director will keep and provide all receipts for the costs of the regional training, conferences, seminars and courses.

3.1.8. To maintain an updated data-base of information regarding cases incorporated into the Program and any violations of Article 36 of the Vienna Convention on Consular Relations, as well as data regarding the alleged facts of the crime, the circumstances of the arrest, the defense lawyers and other relevant issues.

3.1.9. To provide, as per written request of and through DGPME, all the information and documentation related to the Program expenditures and administration.

The Program Director will provide, on a quarterly basis, all receipts of the costs of activities related to the Program as well as the invoices and proof of payment to Program lawyers and other professionals who have assisted in the work of the Program.

A copy of the IOLTA bank statement shall be included.

The aforementioned documentation will be sent via the Consulate of Mexico in Tucson, Arizona to the DGPME, SRE, for appropriate review, within thirty (30) calendar days after the end of each quarterly period.

The Director will also provide quarterly reports detailing his work and the activities of the Program.

3.1.10. The Program Director will open an IOLTA bank account specifically to hold the funds that will be allocated for the Program by the SRE, in conformance with the norms of professional conduct of the State Bar of Arizona, the state in which the Director maintains his law office.

3.2. The duties and obligations of the SRE will be:

3.2.1. To deposit in one installment, the amount of \$3,500,000.00 dollars (three million five hundred thousand U.S. dollars) into the account of the Mexican Consulate in Tucson, Arizona, which shall transfer to the Director for his immediate deposit into the aforementioned IOLTA bank account, established by the Director to this effect.

4. Fund management

The amount mentioned in clause 3.2.1. will cover the costs, expenses and legal fees of the Program, from June 1, 2011 until May 31, 2012. The funds shall be allocated and disbursed as described in the "Budget Proposal for MCLAP" (Annex I).

4.1. The Program Director may transfer funds between any of the concepts included in Annex I to meet the needs of the Program as a whole; with the exception of "Fees of Program Director" which cannot exceed \$500,000.00 dollars, provided that the total amount transferred between concepts does not exceed \$300,000.00 dollars (8.57% of the budget). In the event that the Program's needs necessitate a transfer of a greater amount, the Director will submit a written request to DGPME requesting approval of the transfer.

4.2. The costs, as opposed to legal fees, that are anticipated to be paid by Attorney Kuykendall shall include but are not limited to: long-distance phone calls, facsimile, photocopy, transportation, room and board, travel expenses for lawyers, private investigators, mitigation specialists, interpreters, paralegals and expert witnesses, computerized legal research, computer scanning and organization of document fees and related costs, as well as other costs related with the administration of the Program.

4.3. The Director will charge the Government of Mexico a fee of \$260.00 USD (two hundred and sixty U.S. dollars) per hour to compensate him for assuming the responsibilities of the Director. The Director has agreed to reduce his

ordinary hourly rate for the SRE, in order to assist the greatest number of Program cases.

4.4. Program Attorneys will be paid at the rate of \$190.00 USD (one hundred and ninety U.S. dollars) per hour. Paralegals and other professionals will be compensated at a lesser hourly rate, which will be determined by the Director of the Program.

4.5. In regard of the payment of expert fees such as, psychologists, psychiatrists, lawyers (not members of the Program), amongst others, the Director of the Program shall consider the individual expertise and local practices thereof.

4.6. At the expiration date of the contract, any remaining balance in the IOLTA account will be returned to the SRE, in a period not to exceed 50 calendar days after the expiration date of the contract.

This 50 day period will also be used by the Director to pay any outstanding bill related to expenses or legal fees generated before the expiration of the agreement.

5. The Program

5.1. The parties acknowledge that they cannot predict the number of Mexican nationals who will require Program assistance, therefore:

5.1.1. Once a given case is included in the Program, the Director will determine how to best further the interest of the Mexican national, either with the assistance of attorneys, experts, investigators, paralegals and other professionals. The previously mentioned advancement of interest will be carried out in accordance to the terms of this agreement.

5.2. The Program will carry out the administration, accountability, (as in preparing invoices), documentation of fees and costs, payment of services, and

other accounting proofs in accordance to the legal and customary practices in the United States for bookkeeping and accounting.

6. General Provisions

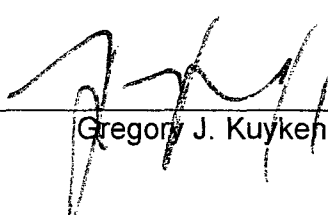
6.1. The term of the contract will last until the 31st of May 2012. However, either party to this contract can terminate it before that date. The parties agree that no legal fees or expenditures derived from this agreement will be generated after the expiration date.

6.2. Any disputes or controversies between the parties to this contract arising from its interpretation and fulfillment shall be resolved in the Federal Court in the State of Arizona.


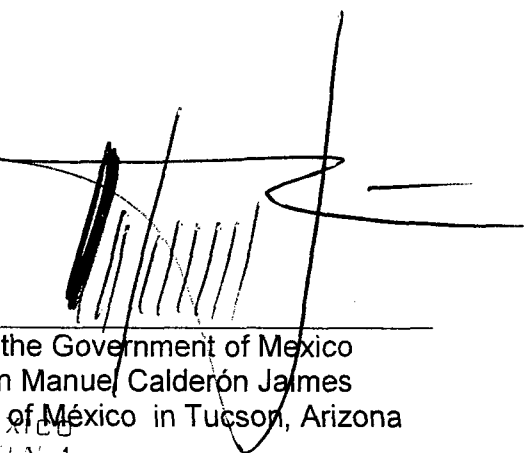
6.3. Finally, the cases listed in Annex II, attached to this contract shall be formally incorporated into the Program upon the formal execution of this agreement.

6.4. This contract is signed in Spanish and English, in quadruplicate. In case of controversy, the English version will be controlling.

Date: June 1st, 2011



Gregory J. Kuykendall

For the Government of Mexico
Juan Manuel Calderón James
Consul of Mexico in Tucson, Arizona
CONSULADO MEXICANO
TUCSON, ARIZONA

ANNEX II OF THE CONTRACT FOR LEGAL SERVICES BETWEEN THE GOVERNMENT OF MEXICO, VIA THE CONSULATE OF MEXICO IN TUCSON, ARIZONA, AND ATTORNEY GREGORY J. KUYKENDALL, FOR THE MEXICAN CAPITAL LEGAL ASSISTANCE PROGRAM (MCLAP).

- List of pending cases included in the Mexican Capital Legal Assistance Program:

1. Aceves Chavez, Juan Jose
2. Alvarado Herrera, Jose Guadalupe
3. Amaya Santillan, Enrique
4. Ambriz Torres, Bolivar
5. Avila Cardenas, Alberto
6. Aviles Gonzalez, Jose Alfonso
7. Barrientos Zuniga, Marco Antonio
8. Beltran Meza, Francisco Jr.
9. Bernal Castillo, David
10. Betancourt Betancourt, Jose Paulo
11. Caballero Hernandez, Juan Alonso
12. Camacho de Jesus, Melecio
13. Carmona Alegre, Manuel
14. Carrera Montenegro, Constantino
15. Castaneda Sandoval, Alejandro
16. Ceja Robles, Teresa
17. Cordoba Olvera, Nicolas
18. Cortes Portilla, Gonzalo
19. Cruz Millan, Israel
20. Delgado Medina, Saul
21. Delgado Paredes, Jorge Alberto
22. Diaz Zapata, Adrian
23. Dorado Rodriguez, Ruben
24. Duenas Rodriguez, Jaime
25. Escalante Orozco, Joel Randu
26. Espinosa Davila, Pedro
27. Estrada Zapata, Juan Antonio
28. Felix Burgos, Miguel Enrique

29. Flores Vargas, Jesus
30. Fong Soto, Martin Raul
31. Franco Delgado, Antonio
32. Garcia de la Fuente, Marco Antonio
33. Garcia Hernandez, Jose
34. Garcia Romero, Jose Luis
35. Garcia Saenz, Daniel Enrique
36. Garcia Sanchez, Esdras
37. Garcia Soto, Julio Cesar
38. Garcia Vasquez, Marco Antonio
39. Garza Ayala, Alfredo
40. Godinez Islas, Sergio
41. Gomez Fuentes, Antonia
42. Gomez Sotelo, Alfredo Arturo
43. Gonzalez Gonzalez, Amancio
44. Gonzalez Linares, Jorge Pablo
45. Gonzalez Nava, Luis Angel
46. Grajales Garcia, Honorio
47. Guizar Barajas, Carlos
48. Guzman Rico, Jose Abraham
49. Hernandez Garcia, Perla Edith
50. Hernandez Villalobos, Martin
51. Jaimes Nieto, Jose Antonio
52. Jimenez Martinez, Antonio
53. Lara Garcia, Jessica
54. Lopez Cardenas, Enrique
55. Lopez Mendez, Juan Manuel
56. Madrigal de la Mora, Iscander Francisco
57. Maldonado Zequeida, Pablo Fernando
58. Martinez de Leon, Ricardo
59. Martinez Gonzalez, Jesus Arturo
60. Martinez Lopez, Gabriel
61. Martinez Lopez, Jose Miguel
62. Medina Meraz, Jesus Daniel

63. Mendoza Tarango, Alonzo
64. Monarrez, Nicolas
65. Morales Cazares, Pablo Jesus
66. Morales Rodriguez, Joel
67. Moreno Castillo, Jose
68. Moreno Velarde, Jorge Salvador
69. Nava Hernandez, Jose Manuel
70. Navarro Gonzalez, Marina Belem
71. Nochebuena Cardenas, Diego Andres
72. Ortiz Pacheco, Flavio
73. Padron Garcia, Edgar Ivan
74. Palacios Hernandez, Rogelio
75. Perez Corpus, Julio Cesar
76. Ponce Rodriguez, Isidro
77. Ramirez Martinez, Jeronimo
78. Ramos Martinez, Gustavo
79. Rangel Hernandez, Jose Carlos
80. Regalado Soriano, Oswaldo Alonso
81. Rivera Lopez, Juan Zenon
82. Rivera Maravillas, Rafael
83. Rojas Aguirre, Roberto
84. Rojas Lopez, Jorge
85. Roman Miramontes, Roberto
86. Rosales Verdin, Arturo
87. Salazar Uriostegui, Servando
88. Sanchez Basilio, Miguel Angel
89. Soto Arriaga, Felix
90. Valdivia Villanueva, Diego Handelin
91. Valle Martinez, Jose Antonio
92. Velarde Alatorre, Jose Agustin
93. Velazquez Bautista, Miguel Angel
94. Velez Fombona, Jose Alfredo
95. Villalon Espinoza, Jose
96. Zarco Carrizalez, Miguel Angel

97. Zazueta Velarde, Maritza

98. Zuniga Zuniga, Bernardino

- List of post-conviction cases included in the Mexican Capital Legal Assistance Program:

1. Albarran Ocampo, Benito
2. Alvarez Banda, Juan
3. Avena Guillen, Carlos
4. Aviles de la Cruz, Luis
5. Ayala Medrano, Hector
6. Benavides Figueroa, Vicente
7. Camacho Gil, Adrian
8. Cardenas Ramirez, Ruben
9. Carreon Martinez, Albert
10. Contreras Lopez, Jorge
11. Covarrubias Sanchez, Daniel
12. Escobar Carbajal, Areli
13. Esquivel Barrera, Marcos
14. Fierro Reyna, Cesar
15. Galindo Espriella, Jorge
16. Garcia Torres, Hector
17. Gomez Perez, Ignacio
18. Gomez Perez, Ruben
19. Gudino Zamudio, Dora
20. Hernandez Alberto, Pedro
21. Hernandez Llanas, Ramiro
22. Hoyos Jaime, Jaime
23. Ibarra Rubi, Ramiro
24. Juarez Suarez, Arturo
25. Leal Garcia, Humberto
26. Leon Elias, Jose Luis
27. Lizcano Ruiz, Juan
28. Lopez Hernandez, Juan

29. Loza Ventura, Jose
30. Lupercio Cazares, Jose
31. Maldonado Rodriguez, Virgilio
32. Manriquez Jacquez, Abelino
33. Marciel Hernandez, Luis
34. Martinez Alonso, Santiago
35. Martinez Mendivil, Carlos
36. Mendoza Garcia, Martin
37. Mendoza Novoa, Huber Joel
38. Miranda Guerrero, Victor
39. Ochoa Tamayo, Sergio
40. Padilla Lozano, Miguel
41. Parra Duenas, Enrique
42. Penuelas Velasquez, Jesus
43. Perez Gutierrez, Carlos
44. Pineda Hernandez, Santiago
45. Ramirez Villa, Juan
46. Ramos Moreno, Roberto
47. Reyes Camarena, Horacio
48. Rocha Diaz, Felix
49. Salazar Nava, Magdalena
50. Salcido Bojorquez, Ramon
51. Sanchez Ramirez, Juan
52. Serrano Pineda, Ricardo
53. Tafoya Arreola, Ignacio
54. Tamayo Arias, Edgar
55. Valdez Reyes, Alfredo
56. Valencia Salazar, Alfredo
57. Vargas Barocio, Eduardo
58. Verano Cruz, Tomas
59. Zamudio Jimenez, Samuel

Budget Proposal for Mexican Capital Legal Assistance Program (MCLAP)

June 2011 – May 2012

CONCEPT	COST
Fees for Program Director	\$500,000.00
Fees for Program Administration, Coordination and Accounting	\$190,000.00
Fees for Program Attorneys	\$1,460,000.00
Fees for Experts (Psychologists, Psychiatrists, Neuropsychologists, etc.) and Investigators	\$365,000.00
Fees for Legal Assistants (<i>paralegals, clerks, researchers</i>)	\$175,000.00
Fees for Defense Attorneys Who Take Cases of Mexican Nationals in Capital Proceedings or Sentenced to Death in the U.S.	\$500,000.00
Administrative and Travel Costs	\$310,000.00
GRAN TOTAL \$3,500,000.00	

94.3% of the funds will be used directly on MCLAP cases; the other 5.7% will be used on training programs as described below:

Training Programs	Cost
Training seminars and workshops regarding the death penalty and criminal law directed towards: <ul style="list-style-type: none"> ▪ Program attorneys ▪ Defense attorneys ▪ Mitigation specialists ▪ Consular officials 	\$150,000.00
Training materials regarding capital defense including the revision, reproduction and distribution of the Program manual for defense teams of Mexican nationals facing the death penalty; participation in trainings sponsored by public defender offices and anti-death penalty advocacy organizations; as well as the promotion of the Program.	\$50,000.00
TOTAL	\$200,000.00